



MOONBIKES

**GENERAL SALES CONDITIONS
NATURAL PERSONS
EUROPEAN UNION, SWITZERLAND, ANDORRA, NORWAY
English version, as of Octobre 1st, 2021**

Head Office:

MoonBikes Motors SAS
210 route des plans
74170 Saint-Gervais-les-Bains, France
SIRET : 84341280000024

Commercial Service Offices :

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74650 Chavanod, France
www.moonbikes.com

Tel 0033 (0) 4 50 01 40 84
Information hello@moonbikes.com
Ordering reservation@moonbikes.com
Commercial sales@moonbikes.com
After sales service@moonbikes.com

1. Purpose and acceptance of the general conditions

These general terms and conditions of sale apply without restriction or reservation to all sales of MoonBikes Products (hereinafter referred to as "**MoonBikes**") offered by the company MOONBIKES MOTORS SAS to non-professional customers on the territory of the European Union, Switzerland, Andorra and Norway.

Their purpose is to define the terms and conditions of the sale and delivery of MoonBikes to the customer (hereinafter the "**Customer**"), as well as to define the rights and obligations of the parties in this context.

They can be accessed and printed at any time by a direct link at the bottom of the Site.

Together with any quotation accepted by the Client (hereinafter the "**Quotation**"), they constitute an indivisible contractual whole (hereinafter the "**Contract**"). In the event of contradiction, the provisions of the Quotation shall prevail over these general conditions. In the event of contradiction between different Quotations, the most recent document shall prevail over the oldest.

The present general conditions of sale prevail over any other general or particular conditions not expressly approved by MOONBIKES MOTORS.

They may be supplemented, if necessary, by specific terms of use for certain services offered on the Site, which supplement these general terms and conditions and, in the event of contradiction, prevail over them.

2. Seller's identity, contact

MOONBIKES MOTORS, SAS registered with the RCS of Annecy under the number 843 412 800, whose registered office is located at 210, route des Plans - Saint-Nicolas de Véroce in Saint-Gervais-les-Bains (74170), France (hereinafter: "MOONBIKES MOTORS").

MOONBIKES MOTORS can be contacted at the following coordinates, in particular for any complaint:

Information	hello@moonbikes.com
Reservation	reservation@moonbikes.com
Commercial	sales@moonbikes.com
After sales	service@moonbikes.com

3. Legal capacity and acceptance of the general conditions

3.1 Legal capacity

The MoonBikes sales described on the Site are accessible:

- Any natural person with full legal capacity to enter into a contract under these general conditions. The natural person who does not have full legal capacity can only contract with MOONBIKES MOTORS with the agreement of his legal representative.
- Any legal entity acting through a natural person who has the legal capacity to contract in the name and on behalf of the legal entity.

3.2 Acceptance of the general conditions

MoonBikes can be ordered by email, telephone, mail, or ordered directly on the Site, using the contact information indicated at the top of this document.

If the order is made on quotation, the latter will include the place of delivery and the delivery date foreseeable from its validation.

Unless otherwise stated in the Quotation, it constitutes an offer to sell valid for 30 days from the date it is sent. If the Customer fails to validate the Quotation within this period, the offer to sell shall lapse. The Customer who wishes to accept the offer must therefore validate the Quotation within the above-mentioned period by any useful written means. This validation implies acceptance of these general conditions.

In the event of an order on the Site, acceptance of these general conditions by the Customer is evidenced by a box to be ticked or by signature on the order form.

This acceptance can only be full and complete. Any acceptance with reservations shall be considered null and void.

The Customer who does not agree to be bound by these terms and conditions should not place an order on the Site or on Quotation.

4. Features of MoonBikes

Before placing any order and in application of the provisions of Article L111-1 of the Consumer Code, the Buyer may take note, on the Website, of the characteristics of the MoonBikes that he/she wishes to order.

MoonBikes are offered for sale online while stocks last, or subject to the possibility of ordering them if necessary.

In all cases, MOONBIKES MOTORS shall provide the Purchaser, by any useful means, with the documentation necessary for the use of the MoonBikes (hereinafter: the "**Documentation**").

The photographs and descriptions of the MoonBikes offered for sale online are as accurate as possible. They only commit MOONBIKES MOTORS for what is precisely indicated.

5. Ordering

5.1 Placing an order

Orders are made either by email, on Accepted Quote, or directly on the Site.

In the event of an order on the Website, the Customer must select the MoonBike, its colour and the options of his choice.

The order is deemed to have been received by MOONBIKES MOTORS when it can access it.

As part of his order, the Customer is asked to provide his contact information for delivery and billing purposes. The Customer must fill in all the fields marked as mandatory in the form provided for this purpose or send them by email to MOONBIKES MOTORS. Orders that do not include all the required information cannot be validated.

The Customer warrants that all information provided to MOONBIKES MOTORS or given in the order form is accurate, current and truthful and is not misleading.

He is informed and accepts that this information is proof of his identity and commits him as soon as it is validated.

5.2 Order confirmation

At the end of his order, the Customer receives by email a confirmation of it which :

- (i) summarizes the elements of the order and the expected delivery time,
- (ii) includes the general conditions in force on the day of the order,
- (iii) includes the invoice corresponding to the order.

The Customer must ensure that the contact details provided when ordering are correct and that they allow him to receive the order confirmation email. If he does not receive it, the Customer must contact MOONBIKES MOTORS at the address mentioned in article 2.

MOONBIKES MOTORS recommends that the Customer keep the information contained in the order confirmation.

The order confirmation is deemed to have been received by the Customer when it can be accessed.

6. Prices and payment terms

6.1 Price

The sales prices of MoonBikes are displayed on the Site or on the Quotation.

For the European Union, sales prices are indicated in euros, all taxes included (VAT and other applicable taxes).

MOONBIKES MOTORS reserves the right, at its own discretion and according to the terms and conditions of which it shall be the sole judge, to offer promotional offers or price reductions.

The prices do not include any delivery costs that may apply to the delivery of the MoonBikes, which are invoiced in addition to the price of the MoonBikes. The amount of the applicable delivery costs will be indicated before the Customer validates the order.

The applicable price is the one displayed on the Quotation or on the Site at the time the Customer's order is registered.

Warning: Outside the European Union and in the French Overseas Departments and Territories, customs duties or local taxes may be payable and may be invoiced upon receipt of the package by the Customer, in addition to the price paid to MOONBIKES MOTORS. These duties and taxes, of which MOONBIKES MOTORS cannot determine the exact amount in advance and of which it cannot therefore inform the Customer prior to his order, remain at the expense of the Customer, who is solely responsible for the proper completion of any declarations and/or formalities relating thereto.

6.2 Terms of payment

The full price of the MoonBikes is payable at the time of order, by credit card or bank transfer to the account of MOONBIKES MOTORS, whose details will have been sent to the Customer by email with the order form.

The Customer guarantees MOONBIKES MOTORS that he has the necessary authorizations to use this method of payment.

MOONBIKES MOTORS reserves the right to suspend or cancel any order and/or delivery in the event of non-payment of any amount due by the Customer, in the event of a payment incident, or in the event of fraud or attempted fraud.

Penalties of an amount equal to 1.5 times (one and a half times) the French legal interest rate will be applied automatically to unpaid amounts from the first presentation of a formal notice by registered letter with acknowledgement of receipt.

6.3 Billing

The purchase invoices will be sent to the Customer by email after validation of the order.

6.4 Reservation of ownership

MOONBIKES MOTORS retains full ownership of the MoonBikes sold until full payment is received, including delivery costs.

In case of non-payment of any amount due by the Customer on the due date, MOONBIKES MOTORS is entitled to immediately take back the Moonbikes and the Customer is obliged to return them on first request.

7. Delivery

7.1 Delivery territories

Buyers are expressly informed that the Website only offers delivery of MoonBikes to the following countries:

- USA
- Canada
- Europe
- Switzerland
- Andorra
- Norway.

Delivery of the MoonBikes is made to the address indicated at the time of the Customer's order as the "delivery address" (which may be different from the billing address), which may only be located in one of the territories expressly mentioned on the Site.

7.2 Delivery methods

The Customer is informed before the validation of his order of the possible modes of delivery as well as the times and expenses corresponding to each of these modes.

He/she must select the desired delivery method and provide all the information necessary for the effective delivery of the MoonBike according to this method.

7.3 Delivery times

For each MoonBike offered for sale, the Website mentions indicative delivery times according to the territories and delivery methods.

The actual delivery time will be confirmed to the Buyer in the order confirmation email.

In the event of failure to deliver within the above-mentioned period, the Buyer may cancel the order, by registered letter with acknowledgement of receipt or by a written document on another durable medium, if, after having enjoined MOONBIKES MOTORS, in the same

manner, to make the delivery within a reasonable additional period of time (60 days), it has not done so within this period.

The contract shall be deemed to have been terminated upon receipt by MOONBIKES MOTORS of the letter or writing informing it of such termination, unless it has been fulfilled in the meantime.

In the event of termination of the contract in the above manner, the Buyer will be reimbursed for all sums paid, including delivery costs, at the latest within 14 days of the date on which the contract was terminated.

MOONBIKES MOTORS reserves the right in any case to approach the Customer in order to propose alternative solutions for reimbursement of the price of the MoonBikes and the delivery costs. The Customer must express explicitly and on a durable medium his acceptance of the choice of an alternative method of reimbursement.

8. Right of withdrawal

The Customer has a period of 14 days, starting from the date of receipt of the MoonBike ordered, to withdraw without having to give any reasons or pay any penalties, with the exception of the return costs, which remain at the Customer's expense and which he must pay. When the order is for several MoonBikes delivered separately, the above-mentioned period runs from the date of receipt of the last MoonBike.

The Customer who wishes to exercise his right of withdrawal must send to MOONBIKES MOTORS at the address mentioned in article 2 hereof, before the expiry of the above-mentioned period, the withdrawal form annexed to these general conditions duly completed, or a statement clearly expressing his wish to withdraw and including his order number.

The MoonBikes must be returned to MOONBIKES MOTORS in their original packaging, without undue delay and at the latest within 14 calendar days following the communication by the Buyer of his desire to withdraw. They must be accompanied by a copy of the corresponding purchase invoice. The Customer shall be deemed responsible for any damage to the MoonBikes when they are returned to MOONBIKES MOTORS.

The Customer shall be reimbursed as soon as possible and at the latest within 14 days from the date of effective receipt by MOONBIKES MOTORS of the request for withdrawal of the full amount paid for the order, less any return shipping costs, which shall be borne by the Customer. However, MOONBIKES MOTORS reserves the right to defer this reimbursement until the effective recovery of the MoonBikes.

9. Legal guarantees

The Customer benefits from the legal guarantees of non-conformity as well as hidden defects of the item sold, including defects of conformity resulting from the packaging of the MoonBikes ordered.

If the Buyer finds that the MoonBike delivered to him/her has a defect, a lack of conformity or is damaged, he/she must inform MOONBIKES MOTORS at the address mentioned in article 2 hereof, indicating the nature of the defect, the lack of conformity or the damage found and sending him/her any useful proof, in particular in the form of photograph(s).

MOONBIKES MOTORS will organize with the carrier of its choice the modalities of the return, of which it will inform the Buyer by any useful means. MOONBIKES MOTORS will bear the costs of this return.

MoonBikes must be returned to MOONBIKES MOTORS in their original packaging. They must be accompanied by a copy of the corresponding purchase invoice.

Returns of MoonBikes that do not comply with the terms and conditions described above cannot be taken into account.

MOONBIKES MOTORS will proceed with the necessary verifications and will propose to the Buyer the replacement of the MoonBike as far as possible. If the replacement is impossible, MOONBIKES MOTORS will reimburse the Buyer the full price paid as well as the corresponding delivery costs, by any useful means, as soon as possible and at the latest within 14 days following the date on which MOONBIKES MOTORS will have informed the Buyer of the impossibility of replacing the MoonBike.

It is recalled that, when acting under the legal guarantee of conformity, any consumer :

- **Has a period of 2 years from the delivery of the property to act;**
- **Can choose between repair or replacement of the good, subject to the conditions of cost provided by Article L217-9 of the Consumer Code;**
- **Is exempt from proving the existence of the lack of conformity of the goods during the 24 months following its delivery.**

It is also reminded that the legal guarantee of conformity applies independently of any commercial guarantee that may have been granted.

Any consumer may also decide to implement the guarantee against hidden defects of the thing sold within the meaning of Article 1641 of the Civil Code. In this case, he can choose between the resolution of the sale or a reduction of the sale price in accordance with Article 1644 of the Civil Code.

10. Contractual guarantees

MoonBikes Motors warrants its products against defects in materials or workmanship when used normally, in accordance with the Contract and in accordance with the documentation provided by MOONBIKES MOTORS. This warranty covers parts and labor costs for the repair or replacement of defective parts and commences on the date of delivery. This warranty is transferable to another owner during the warranty period, but such transfer will not extend the original warranty period. The duration of this warranty may vary by international region depending on local laws and regulations.

By purchasing MOONBIKES MOTORS products, the Customer agrees to be bound by the following warranty terms:

- 2 years or 1500km warranty for the machine, excluding wearing parts (track, slides, carbide, ski, brake pads and discs, shock absorbers) and the battery, from the date of delivery of the Product by the Customer.
- 1 year warranty on the battery.

WARRANTY COVERAGE. During the warranty period, MOONBIKES MOTORS' limited warranty shall be limited to the following procedure and services:

(i) Within fourteen (14) working days from the date of occurrence of an incident or damage, time being of the essence, the Customer shall contact MOONBIKES MOTORS by email service@moonbikes.com; MOONBIKES MOTORS shall first assist the Customer in diagnosing and identifying the nature of the problem with the defective Product, if any.

(ii) After MOONBIKES MOTORS has diagnosed and determined that the problem described by the Customer with respect to the defective Product is in fact covered by this MOONBIKES MOTORS Limited Warranty, then MOONBIKES MOTORS, at its expense within thirty (30) business days, excluding shipping time, and at its sole discretion, may either (a) replace the defective portion of the Product with a new Product, or (b) replace the entire defective Product with a new Product, at MOONBIKES MOTORS' option; without any further compensation to the Customer.

WARRANTY EXCLUSIONS. In some cases, the MOONBIKES MOTORS limited warranty may not apply or MOONBIKES MOTORS may deny coverage:

(i) wear parts, if any, which are designed to diminish over time, or cosmetic damage (normal wear and tear or otherwise due to normal aging of the product), including but not limited to scratches and dents, unless the failure is due to a defect in materials or workmanship;

(ii) damage to the product caused by negligent, abusive or improper use of a MoonBike ("improper" is defined as any use that does not comply with the documentation provided by MOONBIKES MOTORS and reasonable standards), fire, accident, fall or any other external cause;

(iii) where the warranty has been exercised by the Customer after a period of fourteen (14) working days from the date on which the incident, failure, defect or malfunction occurs;

(iv) damage to a MoonBike caused by moving or any other transport or as a result of the sale of the MoonBike to a third party;

(v) MoonBikes that have not been paid for in full and/or products for which the Customer does not comply with the general terms and conditions of this agreement, including, but not limited to, a default in payment as defined herein or in an order form;

(vi) to a MoonBike whose repair or maintenance has not followed the technical recommendations provided by MOONBIKES MOTORS or has undergone an intervention not authorized by MOONBIKES MOTORS on all or part of the electrical power system;

(vii) a MoonBike or battery that is not used in accordance with and in strict compliance with the technical documentation, the safety guidelines and/or the applicable laws and regulations;

(viii) to a battery whose handling, charging and storage conditions have not followed the technical recommendations provided by MOONBIKES MOTORS.

For whatever reason and as the case may be, if after examination of an allegedly defective MoonBike or MoonBike with any defect, MOONBIKES MOTORS concludes that the problem, damage or malfunction is the result of one or more of the warranty exclusions, as listed in the Agreement, MOONBIKES MOTORS may decide at its sole discretion to charge the Customer the actual reasonable costs of technical intervention, including but not limited to transportation costs.

MOONBIKES MOTORS shall not be liable, for any reason whatsoever, for any loss of profit caused by a product that is out of order or subject to a malfunction.

11. Obligations of the Customer

The Customer declares that he/she is aware of the characteristics and functionalities of MoonBikes and that he/she is aware of the technical means necessary for their use.

He declares that he has received from MOONBIKES MOTORS all the advice, instructions and details that he needs to purchase the MoonBike in full knowledge of the facts.

Subject to the provisions of the article "Guarantees", the Customer is solely responsible for the use of the Moonbikes. In particular, he/she undertakes to respect the laws and regulations in force, in particular the highway code when a MoonBike is used on public roads, and not to infringe on the rights of third parties or public order.

The Customer is informed of the risks associated with urban traffic.

The Customer undertakes in particular to:

- Drive the MoonBike with caution and good judgment; you are solely responsible for your safety;
- Do not endanger yourself or others.

In particular, it is recommended that the Customer :

- always ride in areas that are accessible and authorised for snowmobiles. It is up to the Customer to find out about the regulations in force in the area concerned, and to adapt the use of his MoonBike accordingly.
- carefully read the Documentation sent to him by MOONBIKES MOTORS before using the MoonBike,
- Never use a MoonBike with parts not supplied by MOONBIKES MOTORS.

Customers are solely responsible for the use they make of MoonBikes. It is up to them to verify their suitability for their specific needs prior to their purchase.

Customer shall, at its own expense, maintain appropriate insurance with a reputable insurance company, of sufficient coverage and amount to secure its potential obligations and liabilities under this agreement and in connection with the use and operation of MoonBike, including any damage to the products, the customer and/or a third party. The Customer shall be solely responsible for all premiums, deductibles and/or retentions associated with said insurance.

The Customer must use the Product in a manner consistent with the Documentation, safety advice and/or MOONBIKES MOTORS' instructions for use; MOONBIKES MOTORS shall not be liable for any damage to persons or property or any deterioration resulting directly or indirectly from such misuse.

12. Obligations of MOONBIKES MOTORS

12.1 MOONBIKES MOTORS undertakes to carry out regular checks to verify the operation and accessibility of the Site. In this regard, MOONBIKES MOTORS reserves the right to temporarily interrupt access to the Site for maintenance purposes. Similarly, MOONBIKES MOTORS cannot be held responsible for difficulties or temporary impossibility of access to the Site due to circumstances beyond its control, force majeure, or due to disruptions in telecommunications networks.

- 12.2 MOONBIKES MOTORS does not provide the Customer with any guarantee as to the adaptation of the MoonBikes to his needs, expectations or constraints.
- 12.3 MOONBIKES MOTORS does not guarantee, in any case, the protection of the Customer against all dangers related to the mountain environment.
- 12.4 MOONBIKES MOTORS shall not be held liable in the event of an accident occurring during the use of a MoonBike, if it is not demonstrated that it is directly attributable to a defect in a MoonBike as guaranteed by MOONBIKES MOTORS under the conditions of the article "Warranty". He acknowledges in this respect that the combination, operation or use of a MoonBike with any product or accessory not supplied by MOONBIKES MOTORS can potentially degrade or damage the MoonBike or the products or accessories not supplied by MOONBIKES MOTORS with which the MoonBike is combined. MOONBIKES MOTORS is not responsible for any damage to persons or property or for any degradation resulting directly or indirectly from this combination, including personal injury and risk of death.
- 12.5 MOONBIKES MOTORS cannot be held responsible for the non-execution or delay in the execution of orders due to circumstances beyond its control or a case of force majeure, it being expressly stated that the following are considered as cases of force majeure as defined in Article 1218 of the Civil Code, in addition to those usually retained by the jurisprudence of French courts exceptional weather, natural disasters, epidemics, pandemics, fires and floods, lightning, attacks, cases of breakdown or blockage of telecommunications networks, means of transport or postal services including due to strikes, damage caused by viruses for which the security measures available on the market do not allow their eradication, as well as any legal or regulatory obligation or public order imposed by the competent authorities and which would have the effect of substantially modifying these general conditions.
- 12.6 In any case, the liability that may be incurred by MOONBIKES MOTORS under this Agreement is expressly limited to direct damages suffered by Customers.
- 12.7 MOONBIKES MOTORS reserves the right to make changes in the design or specifications of any product at any time without incurring any obligation to make equivalent changes to products previously manufactured, sold or shipped.

13. Intellectual Property

The models, drawings, systems, software, structures, infrastructures, databases and content of any kind (texts, images, visuals, music, logos, brands, databases, etc.) used by MOONBIKES MOTORS as part of its activity and on its Site are protected by all intellectual property rights or rights of producers of databases in force. Any disassembly, decompilation, decryption, extraction, reuse, copying and more generally, any act of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorization of MOONBIKES MOTORS are strictly prohibited and may be subject to legal action.

14. Personal data

MOONBIKES MOTORS has a policy of personal data protection, the characteristics of which are explained in the document entitled "Charter on the protection of personal data", which the Customer is expressly invited to read.

15. Authorization for the dissemination of Client testimonials

Customers authorize MOONBIKES MOTORS to use the testimonials they publish on social networks (hereinafter: the "Testimonials") for the promotion of MoonBikes according to the following terms:

- They agree that their Testimonials may be published free of charge by MOONBIKES MOTORS on the Site, on its social networks, as well as on all other French or foreign websites, published by all companies with which MOONBIKES MOTORS has agreements,
- They agree that their Testimonials may be broadcast by MOONBIKES MOTORS by any means and on any medium for the purpose of promoting MoonBikes,
- They accept that their Testimonies be translated into all languages,
- They recognize and accept that the Testimonies can be the subject of modifications, in particular as for their framing, their format and their colors, as well as alterations or degradations in their quality, according to the technical constraints of the Site,
- They waive their right to claim any remuneration, fees, indemnity or financial compensation from MOONBIKES MOTORS in this respect.

16. Subscribe to the newsletter

The Customer can subscribe to the MOONBIKES MOTORS newsletter on the Site, which he will receive by email on the address provided or by any other means deemed useful at the free choice of MOONBIKES MOTORS.

The Customer is informed that he can unsubscribe from this newsletter at any time by clicking on the link inserted for this purpose in the email sent.

17. Advertising

MOONBIKES MOTORS reserves the right to insert on any page of the Site and in any communication to customers, any advertising or promotional messages in a form and under conditions that MOONBIKES MOTORS will be the sole judge.

18. Links and third party sites

MOONBIKES MOTORS shall in no way be held responsible for the technical availability of websites or mobile applications operated by third parties (including its possible partners) to which the Customer would have access through the Site.

MOONBIKES MOTORS does not assume any responsibility for the content, advertising, products and/or services available on such third-party sites and mobile applications, which are governed by their own terms of use.

MOONBIKES MOTORS is not responsible for transactions between the Customer and any advertiser, professional or merchant (including any of its partners) to which the Customer is directed through the Site, and shall in no case be party to any disputes with these third parties concerning the delivery of products and / or services, warranties, representations and other obligations whatsoever to which these third parties are bound.

19. Prohibited behaviours

The following are strictly prohibited: (i) any behavior likely to interrupt, suspend, slow down or prevent the proper functioning of the Site, (ii) any intrusions or attempted intrusions into the systems of MOONBIKES MOTORS, (iii) any misappropriation of the system resources of the Site, (iv) any actions likely to impose a disproportionate burden on the infrastructures of the latter, (v) any infringement of the security and authentication measures (vi) any acts that may harm the financial, commercial or moral rights and interests of MOONBIKES MOTORS or of the users of its Site, (vii) any practice that diverts the Site for purposes other than those for which it was designed, and finally, more generally, (viii) any commercial exploitation of MoonBikes without the prior express authorization of MOONBIKES MOTORS (ix) any breach of these general conditions or of the laws and regulations in force.

It is also strictly forbidden to monetize, sell or concede all or part of the access to the Site, as well as the information it contains.

Any commercial use of MoonBikes by the Customers is prohibited, and in particular any resale or distribution for a fee.

In the event of a breach of any of the provisions of this article or more generally, of laws and regulations, MOONBIKES MOTORS reserves the right to take all appropriate measures and to initiate any legal action.

20. Changes

MOONBIKES MOTORS reserves the right to modify at any time the present general conditions of sale.

The Customer will be informed of these modifications by any useful means.

In this case, the applicable conditions will be those in force at the date of the Customer's order.

21. Language

In the event of a translation of these general terms and conditions into one or more languages, the language of interpretation shall be French in the event of a contradiction or dispute over the meaning of a term or provision.

22. Mediation

The Customer has the right to have recourse, free of charge, to a consumer mediator for the amicable resolution of any dispute relating to the execution of the present contract between the Customer and MOONBIKES MOTORS, under the conditions provided for in articles L611-1 and following and R612-1 and following of the Consumer Code.

To this end, he/she may contact the following Consumer Ombudsman:

Centre for Consumer Mediation of Justice Conciliators (CM2C)

Postal address: 14 rue Saint Jean 75017 Paris

Telephone: 0033 6 09 20 48 86

<https://www.cm2c.net>

23. Applicable law

The present general conditions are governed by French law.

Appendix 1 - Withdrawal Form

(Please complete and return this form only if you wish to withdraw from the contract)

To the attention of: **MOONBIKES MOTORS**
Address: 178, route Cran-Gevrier, 74650 Chavanod, France
Email: reservation@moonbikes.com

I hereby notify you of my withdrawal from the contract for the sale of the following MoonBikes:

Order number :

Ordered on (*) / received on (*)

Name of Client(s) :

Address of the Client(s) :

Signature of Client(s) :
(only if this form is notified on paper)

Date:

(*) Delete as appropriate.

Appendix 2: Legal Guarantees

Article L. 217-4 of the Consumer Code

The seller is obliged to deliver goods in conformity with the contract and is liable for any defects in conformity existing at the time of delivery. He is also responsible for defects in conformity resulting from the packaging, the assembly instructions or the installation when the latter was put at his charge by the contract or was carried out under his responsibility.

Article L. 217-5 of the Consumer Code

The property is in conformity with the contract:

Whether it is fit for the purpose ordinarily expected of similar property and, if so :

- if it corresponds to the description given by the seller and has the qualities that the seller has presented to the Buyer in the form of a sample or model;

- if it has the qualities that a Buyer may legitimately expect, having regard to the public statements made by the seller, the producer or his representative, particularly in advertising or labelling;

Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the Buyer, brought to the attention of the Seller and accepted by the latter.

Article L. 217-7 Consumer Code

Defects of conformity which appear within twenty-four months from the delivery of the goods shall be presumed to have existed at the time of delivery, unless proven otherwise. For goods sold second-hand, this period is fixed at six months. The seller may rebut this presumption if it is not compatible with the nature of the goods or the lack of conformity claimed.

Article L. 217-8 Consumer Code

The Buyer is entitled to demand that the goods conform to the contract. He may not, however, contest conformity by invoking a defect of which he was aware or could not have been unaware when he entered into the contract. The same applies if the defect originates in the materials he himself supplied.

Article L. 217-9 Consumer Code

In case of lack of conformity, the Buyer chooses between repairing or replacing the goods. However, the Seller may not proceed according to the Buyer's choice if this choice entails a cost that is clearly disproportionate to the other method, taking into account the value of the goods or the importance of the defect. The Seller is then obliged to proceed, unless this is impossible, according to the method not chosen by the Buyer.

Article L. 217-10 Consumer Code

If repair and replacement of the goods are impossible, the Buyer may return the goods and have the price returned or keep the goods and have part of the price returned. The same option is available to him:

1° If the solution requested, proposed or agreed upon pursuant to article L. 217-9 cannot be implemented within one month of the Buyer's complaint;

(2) Or if this solution cannot be achieved without major inconvenience to him, given the nature of the property and the use he is seeking.
However, the sale may not be rescinded if the lack of conformity is minor.”

Article L.217-11 of the Consumer Code

The application of the provisions of Articles L. 217-9 and L. 217-10 shall be without cost to the Buyer. These same provisions do not prevent the awarding of damages.

Article L. 217-12 of the Consumer Code

The action resulting from the defect of conformity is prescribed by two years as from the delivery of the good.

Article L. 217-16 of the Consumer Code

When the Buyer asks the Seller, during the course of the commercial warranty granted to him at the time of the acquisition or repair of a movable good, for a repair covered by the warranty, any period of immobilization of at least seven days shall be added to the duration of the warranty that remained to run. This period starts from the date of the Buyer’s request for intervention or from the time the item in question is made available for repair, if this availability is subsequent to the request for intervention.

Article 1641 of the Civil Code

The seller is bound by the warranty for hidden defects of the thing sold which make it unfit for the purpose for which it was intended, or which so diminish this use, that the Buyer would not have acquired it, or would have given only a lower price, if he had known them.

Article 1643 of the Civil Code

He shall be liable for latent defects, even if he did not know of them, unless he has stipulated that he shall not be bound by any warranty.

Article 1644 of the Civil Code

In the case of Articles 1641 and 1643, the Buyer has the choice of returning the thing and having the price returned, or keeping the thing and having part of the price returned.

Article 1648 paragraph 1 of the Civil Code

The action resulting from redhibitory defects must be brought by the purchaser within two years of the discovery of the defect.